

**AGREEMENT BETWEEN THE TACOMA SCHOOL DISTRICT AND THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT FOR THE PURCHASE AND INSTALLATION OF RETROFIT DEVICES FOR BUSES.**

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This agreement is entered into between the **Puget Sound Clean Air Agency** (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and the **Tacoma School District** (hereinafter referred to as the "School District"), 4002 S. Cedar St., Tacoma, WA 98409, a school district in the State of Washington, for the purposes and terms set forth in this agreement.

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**I. RECITALS**

**WHEREAS**, the Agency has established the Diesel Solutions program to reduce harmful emissions from diesel vehicles in order to improve air quality, public health, and the environment; and

**WHEREAS**, the School District operates and maintains a fleet of diesel vehicles; and

**WHEREAS**, it is in the interest of the School District and the Agency to reduce air quality impacts associated with school bus operations; and

**WHEREAS**, the School District has obtained a grant from the United States Environmental Protection Agency (EPA) under its Clean School Bus USA program to retrofit the buses owned by the School District with Crankcase Filtration Systems (CFSs) and Diesel Multistage Filters (DMFs), and to retrofit First Student buses contracted by the School District with Diesel Oxidation Catalysts (DOCs); and

**WHEREAS**, the EPA has committed \$153,590.00 under its Clean School Bus USA program to the School District for retrofitting school buses operating in the School District; and

**WHEREAS**, the School District has committed to oversee the project and ensure that all retrofits are completed in a timely matter; and

**WHEREAS**, the Agency has committed to supplement EPA's grant with grant money from the statewide clean school bus program for retrofitting school buses operating in the School District; and

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into this Agreement with the School District to provide up to \$9,000.00 reimbursement for the final three retrofits that were included in the EPA grant project.

**II. AGREEMENT**

**NOW, THEREFORE**, the School District and the Agency agree as follows:

**A. PURPOSE.** The purpose of this Agreement is to establish procedures for the Agency to reimburse the School District up to Nine Thousand Dollars (\$9,000.00) for the purchase and installations of CFSs and DMFs on school buses operating in the School District.

**B. TERM.** This Agreement shall commence on August 15, 2008 and shall terminate on December 31, 2008.

**C. REIMBURSEMENT.** As provided in this Agreement, and as part of the EPA Clean School Bus USA grant program awarded in January 2007, the School District may apply for reimbursement from the Agency for the purchase and installation of retrofit devices for school buses operating in the School District. The School District may apply for reimbursement for CFS, DOC, and DMF installations on buses owned by the School District and for DOC installations on buses owned by First Student and contracted out to the School District.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is Nine Thousand Dollars (\$9,000.00), from the Diesel School Bus Retrofit Grant Program G0800378, provided that the Agency shall pay for no more than forty-five percent (45%) of the total cost of the purchase and installation of the final three retrofits of the retrofit project.
2. In support of its request for reimbursement for the retrofit devices, the School District will provide the Agency with the following:
  - (a) A cover letter showing the total cost of the retrofit devices and the proportion to be billed to the Agency; and
  - (b) The School District's invoice to the Agency; and
  - (c) A list of the vehicles and their corresponding retrofits; and
  - (d) Copies of invoices from the vendor, listing the buses that were retrofitted including the state bus number, odometer reading, part number that was installed, and date of the installation. Invoices including CFS installations must include the results from all crankcase testing in inches of water.
3. The School District may submit requests for reimbursement monthly, quarterly, or in a single request before the termination date of the Agreement. Requests for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing. The last request for reimbursement shall be submitted no later than ten (10) working days after the termination date of this Agreement.

**D. HOLD HARMLESS/INDEMNIFICATION.** To the extent legally permitted, each party shall indemnify and hold harmless the other party from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees, incurred as a result of such party's actions under this Agreement; provided that, if such claims, actions, damages, liability, or expense arise from concurrent negligence of two or more of the parties, including instances where this Agreement is subject to the provisions of RCW 4.24.115, then the obligation to indemnify under this Agreement shall be effective only to the extent of each party's own negligence. No party shall be required under this section to indemnify another for its sole negligence.

**E. NOTICES.** All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

Tacoma School District  
Sue Race  
4002 South Cedar Street  
Tacoma, WA 98409

Puget Sound Clean Air Agency:  
Elizabeth (Beth) A. H. Carper  
110 Union Street, Suite 500  
Seattle, WA 98101

Or to such other respective addresses as either party hereto may hereafter designate in writing.

**III. GENERAL PROVISIONS**

**A. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.


**B. AMENDMENTS/MODIFICATIONS.** This Agreement may be amended or modified only by written agreement of the parties.

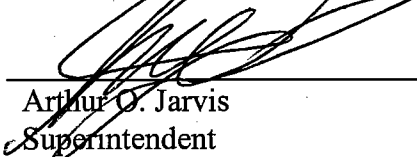
**C. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**IN WITNESS HEREOF,** the undersigned have, on the date set next to their signatures, executed this agreement on behalf of the parties hereto.

**PUGET SOUND CLEAN AIR AGENCY**

**TACOMA SCHOOL DISTRICT**

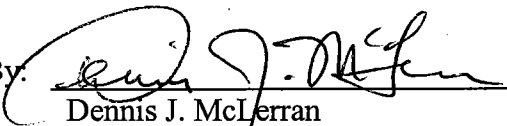
By:   
Paul Roberts  
Board of Directors, Chair

By:   
Arthur O. Jarvis  
Superintendent

Date: 8/9/08

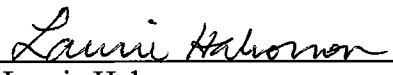
Date: 8/18/08

Attest:

By:   
Dennis J. McLerran

Date: 8/21/08

Approved as to Form:

By:   
Laurie Halvorson  
General Counsel

Date: 8/21/08

Puget Sound Clean Air Agency  
110 Union Street, Suite 500  
Seattle, WA 98101

**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Arthur O. Jarvis, Ed.D., Superintendent  
Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

8/18/08  
Date

I am unable to certify to the above statements. My explanation is attached